



**PROPOSED AGENDA
SPECIAL MEETING OF THE LAKE ODESSA VILLAGE COUNCIL
TUESDAY, MARCH 3, 2026 - 5:30 P.M.**

Page Memorial Building
Village Council Chambers
839 Fourth Avenue, Lake Odessa, Michigan 48849

I. Call to Order

II. Pledge of Allegiance

III. Roll Call of Council Members

IV. Approval of Agenda

V. Public Comment:

Under the Open Meetings Act, any citizen may come forward at this time and make comment on items that appear on the agenda. Comments will be limited to three minutes per person. Anyone who would like to speak shall state his/her name and address for the record. Remarks should be confined to the question at hand and addressed to the chair in a courteous tone. No person shall have the right to speak more than once on any particular subject until all other persons wishing to be heard on that subject have had the opportunity to speak.

VI. New Business:

- a) Proposed Resolution 2026-16: Awarding a Contract for the 2026 Street Reconstruction Project to Hoffman Brothers, Inc.
- b) Proposed Resolution 2026-17: Accepting the Proposal of Wightman & Associates, Inc. for Construction Engineering for the 2026 Street Reconstruction Project
- c) Proposed Resolution 2026-18: Establishing Rates, Fees, and Schedules for Water Service
- d) Proposed Resolution 2026-19: Authorizing Issuance of General Obligation Limited Tax Bonds, Series 2026

VII. Adjournment

Lake Odessa Village Council
Ionia County, Michigan

Trustee _____, supported by Trustee _____, moved to adopt the following resolution:

RESOLUTION NO. 2026-16

**AWARDING A CONTRACT
FOR THE 2026 STREET RECONSTRUCTION PROJECT
TO HOFFMAN BROTHERS, INC.**

WHEREAS, the Village intends to undertake street improvements in 2026 and solicited bids for this work, which bids were opened on February 10, 2026; and

WHEREAS, bids were received from Hoffman Brothers, Inc., and Waycon Construction, LLC; and

WHEREAS, the Village's consulting engineers, Wightman and Associates, Inc., reviewed the bids and recommended awarding the bid to the low bidder Hoffman Brothers, Inc. based on a bid total of \$3,096,530.00; and

WHEREAS, the Michigan Department of Transportation reviewed the bid tabulation submitted by Wightman and Associates, Inc., and has authorized awarding the bid to Hoffman Brothers, Inc.,

NOW, THEREFORE, BE IT RESOLVED:

That the Village Council hereby awards the contract for the 2026 street reconstruction project to Hoffman Brothers, Inc., and authorizes Public Works Director Jesse Trout to execute contract documents on behalf of the Village. .

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: March 3, 2026

Kathy Forman, Village Clerk

PROJECT: **2026 Local Streets Improvements**

CLIENT: **Village of Lake Odessa**

BID OPENING: February 10, 2026

No.	Description	Qty.	Unit	Engineers Estimate		Hoffman Bros., Inc		Wycon Construction, LLC	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization, (5% Max)	1	LSUM	\$130,000.00	\$130,000.00	\$123,400.00	\$123,400.00	\$150,000.00	\$150,000.00
2	Dr Structure, Rem	16	Ea	450.00	\$7,200.00	325.00	\$5,200.00	500.00	\$8,000.00
3	Sewer, Rem, Less than 24 inch	1,035	Ft	15.00	\$15,525.00	24.00	\$24,840.00	15.00	\$15,525.00
4	Sewer, Rem, 24 inch to 48 inch	50	Ft	20.00	\$1,000.00	31.00	\$1,550.00	25.00	\$1,250.00
5	Curb and Gutter, Rem	2,815	Ft	8.00	\$22,520.00	4.00	\$11,260.00	4.00	\$11,260.00
6	Masonry and Conc Structure, Rem	10	Cyd	210.00	\$2,100.00	117.20	\$1,172.00	100.00	\$1,000.00
7	Pavt, Rem, Modified	475	Syd	2.50	\$1,187.50	10.30	\$4,892.50	12.00	\$5,700.00
8	Sidewalk, Rem	1,770	Syd	8.00	\$14,160.00	7.70	\$13,629.00	8.00	\$14,160.00
9	Exploratory Investigation, Vertical	130	Ft	250.00	\$32,500.00	44.60	\$5,798.00	50.00	\$6,500.00
10	Non Haz Contaminated Material Handling and Disposal, LM	125	Cyd	50.00	\$6,250.00	58.45	\$7,306.25	50.00	\$6,250.00
11	Subgrade Undercutting, Type II	1,600	Cyd	31.00	\$49,600.00	39.05	\$62,480.00	45.00	\$72,000.00
12	Flowable Fill, Non-Structure	10	Cyd	150.00	\$1,500.00	293.10	\$2,931.00	500.00	\$5,000.00
13	Machine Grading, Modified	42	Sta	2,500.00	\$105,000.00	5,992.00	\$251,664.00	8,900.00	\$373,800.00
14	Subbase, CIP	5,385	Cyd	12.00	\$64,620.00	33.85	\$182,282.25	15.00	\$80,775.00
15	Aggregate Base, 8 inch	14,175	Syd	15.00	\$212,625.00	15.90	\$225,382.50	18.00	\$255,150.00
16	Maintenance Gravel, LM	100	Cyd	20.00	\$2,000.00	0.01	\$1.00	40.00	\$4,000.00
17	Sewer, CI IV, 12 inch, Tr Det B	2,090	Ft	50.00	\$104,500.00	91.20	\$190,608.00	74.00	\$154,660.00
18	Sewer Tap, 6 inch	4	Ea	400.00	\$1,600.00	146.40	\$585.60	500.00	\$2,000.00
19	Sewer Tap, 8 inch	1	Ea	500.00	\$500.00	175.60	\$175.60	550.00	\$550.00
20	Sewer Tap, 10 inch	3	Ea	600.00	\$1,800.00	204.90	\$614.70	600.00	\$1,800.00
21	Sewer Tap, 12 inch	3	Ea	580.00	\$1,740.00	283.10	\$849.30	750.00	\$2,250.00
22	Sewer Tap, 18 inch	1	Ea	620.00	\$620.00	283.10	\$283.10	1,500.00	\$1,500.00
23	Trench Undercut and Backfill	100	Cyd	20.00	\$2,000.00	45.25	\$4,525.00	65.00	\$6,500.00
24	Yard Drain	250	Ft	50.00	\$12,500.00	25.45	\$6,362.50	30.00	\$7,500.00
25	Dr Structure Cover, Adj, Case 1	12	Ea	700.00	\$8,400.00	1,207.00	\$14,484.00	700.00	\$8,400.00
26	Dr Structure Cover, Adj, Case 2	3	Ea	700.00	\$2,100.00	359.20	\$1,077.60	600.00	\$1,800.00
27	Dr Structure Cover, Type B	10	Ea	900.00	\$9,000.00	530.00	\$5,300.00	900.00	\$9,000.00
28	Dr Structure Cover, Type K	34	Ea	1,000.00	\$34,000.00	781.20	\$26,560.80	1,000.00	\$34,000.00
29	Dr Structure, 24 inch dia	12	Ea	1,750.00	\$21,000.00	1,699.00	\$20,388.00	2,000.00	\$24,000.00
30	Dr Structure, 48 inch dia	20	Ea	5,000.00	\$100,000.00	3,115.00	\$62,300.00	3,000.00	\$60,000.00
31	Dr Structure, Adj, Add Depth	2	Ft	200.00	\$400.00	279.60	\$559.20	500.00	\$1,000.00

PROJECT: **2026 Local Streets Improvements**

CLIENT: **Village of Lake Odessa**

BID OPENING: February 10, 2026

No.	Description	Qty.	Unit	Engineers Estimate		Hoffman Bros., Inc		Wycon Construction, LLC	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
32	Dr Structure, Tap, 12 inch	13	Ea	850.00	\$11,050.00	848.80	\$11,034.40	750.00	\$9,750.00
33	Dr Structure, Reconst	1	Ea	350.00	\$350.00	1,512.00	\$1,512.00	2,000.00	\$2,000.00
34	Underdrain, Subbase, 6 inch, Modified	7,495	Ft	7.50	\$56,212.50	11.10	\$83,194.50	7.00	\$52,465.00
35	Hand Patching	35	Ton	150.00	\$5,250.00	198.40	\$6,944.00	330.00	\$11,550.00
36	HMA, 5EL	1,465	Ton	90.00	\$131,850.00	86.00	\$125,990.00	99.00	\$145,035.00
37	HMA, 4EL	1,835	Ton	85.00	\$155,975.00	84.00	\$154,140.00	97.00	\$177,995.00
38	HMA Surface, Rem, Modified	11,900	Syd	8.60	\$102,340.00	3.40	\$40,460.00	5.60	\$66,640.00
39	Driveway, Nonreinf Conc, 6 inch	1,090	Syd	48.00	\$52,320.00	60.95	\$66,435.50	61.00	\$66,490.00
40	Curb, Conc, Det E2	560	Ft	28.00	\$15,680.00	24.45	\$13,692.00	23.00	\$12,880.00
41	Curb and Gutter, Conc, Det C4	7,880	Ft	30.00	\$236,400.00	28.10	\$221,428.00	23.00	\$181,240.00
42	Driveway Opening, Conc, Det M	105	Ft	16.00	\$1,680.00	24.40	\$2,562.00	24.00	\$2,520.00
43	Detectable Warning Surface	216	Ft	70.00	\$15,120.00	40.00	\$8,640.00	45.00	\$9,720.00
44	Curb Ramp Opening, Conc	316	Ft	35.00	\$11,060.00	24.40	\$7,710.40	24.00	\$7,584.00
45	Sidewalk, Conc, 4 inch	16,135	Sft	3.60	\$58,086.00	5.60	\$90,356.00	4.30	\$69,380.50
46	Sidewalk, Conc, 6 inch	3,295	Sft	5.50	\$18,122.50	6.35	\$20,923.25	6.40	\$21,088.00
47	Curb Ramp, Conc, 6 inch	1,130	Sft	13.00	\$14,690.00	7.65	\$8,644.50	7.40	\$8,362.00
48	Sign, Type III, Erect, Salv	20	Ea	75.00	\$1,500.00	40.00	\$800.00	55.00	\$1,100.00
49	Sign, Type III, Rem	50	Ea	25.00	\$1,250.00	30.00	\$1,500.00	55.00	\$2,750.00
50	Pavt Mrkg, Polyurea, 6 inch, Crosswalk	610	Ft	2.75	\$1,677.50	3.50	\$2,135.00	4.00	\$2,440.00
51	Pavt Mrkg, Polyurea, 24 inch Stop Bar	135	Ft	11.00	\$1,485.00	15.00	\$2,025.00	15.00	\$2,025.00
52	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	10	Ea	75.00	\$750.00	132.00	\$1,320.00	66.00	\$660.00
53	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	10	Ea	1.00	\$10.00	8.25	\$82.50	6.00	\$60.00
54	Channelizing Device, 42 inch, Fluorescent, Furn	100	Ea	20.00	\$2,000.00	31.35	\$3,135.00	19.00	\$1,900.00
55	Channelizing Device, 42 inch, Fluorescent, Oper	100	Ea	1.00	\$100.00	1.65	\$165.00	1.00	\$100.00
56	Minor Traf Devices	1	LSUM	25,000.00	\$25,000.00	65,165.00	\$65,165.00	10,000.00	\$10,000.00
57	Sign, Type B, Temp, Prismatic, Furn	500	Sft	6.00	\$3,000.00	4.50	\$2,250.00	3.50	\$1,750.00
58	Sign, Type B, Temp, Prismatic, Oper	500	Sft	0.25	\$125.00	0.50	\$250.00	1.00	\$500.00
59	Sign, Type B, Temp, Prismatic, Spec, Furn	75	Sft	6.00	\$450.00	4.60	\$345.00	9.00	\$675.00

PROJECT: **2026 Local Streets Improvements**

CLIENT: **Village of Lake Odessa**

BID OPENING: February 10, 2026

No.	Description	Qty.	Unit	Engineers Estimate		Hoffman Bros., Inc		Wycon Construction, LLC	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
60	Sign, Type B, Temp, Prismatic, Spec, Oper	75	Sft	0.25	\$18.75	0.50	\$37.50	1.00	\$75.00
61	Traf Regulator Control	1	LSUM	10,000.00	\$10,000.00	2,342.00	\$2,342.00	6,000.00	\$6,000.00
62	Slope Restoration, Non-Freeway, Type B	11,350	Syd	6.00	\$68,100.00	8.40	\$95,340.00	8.00	\$90,800.00
63	Gate Valve and Box, 8 inch, Modified	12	Ea	2,500.00	\$30,000.00	2,156.00	\$25,872.00	2,500.00	\$30,000.00
64	Hydrant, Rem	4	Ea	500.00	\$2,000.00	550.50	\$2,202.00	500.00	\$2,000.00
65	Live Tap, 8 inch by 12 inch	2	Ea	7,000.00	\$14,000.00	11,265.00	\$22,530.00	10,000.00	\$20,000.00
66	Water Shutoff, Adj, Case 1	1	Ea	500.00	\$500.00	148.90	\$148.90	500.00	\$500.00
67	Water Shutoff, Adj, Case 2	1	Ea	400.00	\$400.00	148.90	\$148.90	450.00	\$450.00
68	Water Main, Rem	3,180	Ft	5.00	\$15,900.00	22.30	\$70,914.00	20.00	\$63,600.00
69	Utility Abandon	50	Ft	3.50	\$175.00	51.65	\$2,582.50	10.00	\$500.00
70	Water Main, DI, 6 inch, Tr Det G, Modified	105	Ft	80.00	\$8,400.00	93.50	\$9,817.50	180.00	\$18,900.00
71	Water Main, DI, 8 inch, Tr Det G, Modified	3,525	Ft	100.00	\$352,500.00	119.40	\$420,885.00	180.00	\$634,500.00
72	Fire Hydrant, Modified	7	Ea	5,000.00	\$35,000.00	7,710.00	\$53,970.00	7,600.00	\$53,200.00
73	Water Service, Reconnect	1	Ea	500.00	\$500.00	906.20	\$906.20	300.00	\$300.00
74	1" Water Service, Connect to House	46	Ea	3,500.00	\$161,000.00	1,548.00	\$71,208.00	1,100.00	\$50,600.00
75	Bend, 22.5 degree, 8 inch	1	Ea	525.00	\$525.00	351.10	\$351.10	550.00	\$550.00
76	Bend, 45 degree, 8 inch	39	Ea	600.00	\$23,400.00	592.40	\$23,103.60	550.00	\$21,450.00
77	Bend, 90 degree, 8 inch	1	Ea	700.00	\$700.00	399.60	\$399.60	615.00	\$615.00
78	Bend, 45 degree, 6 inch	8	Ea	550.00	\$4,400.00	255.50	\$2,044.00	450.00	\$3,600.00
79	Cross, 8 inch by 8 inch by 8 inch by 8 inch	2	Ea	1,500.00	\$3,000.00	3,399.00	\$6,798.00	1,450.00	\$2,900.00
80	Cap, 4 inch	3	Ea	500.00	\$1,500.00	87.70	\$263.10	450.00	\$1,350.00
81	Cap, 8 inch	1	Ea	600.00	\$600.00	190.50	\$190.50	550.00	\$550.00
82	Sleeve, 8 inch	2	Ea	1,550.00	\$3,100.00	433.00	\$866.00	1,500.00	\$3,000.00
83	Tee, 8 inch by 6 inch	6	Ea	825.00	\$4,950.00	514.90	\$3,089.40	1,500.00	\$9,000.00
84	Tee, 8 inch by 8 inch	3	Ea	875.00	\$2,625.00	570.30	\$1,710.90	1,550.00	\$4,650.00
85	Copper Water Service Pipe, 1 inch	1,130	Ft	70.00	\$79,100.00	64.95	\$73,393.50	99.00	\$111,870.00
86	Reducer, 8 inch by 6 inch	3	Ea	4,000.00	\$12,000.00	281.40	\$844.20	750.00	\$2,250.00
87	Sanitary Structure Cover, Type Q	1	Ea	850.00	\$850.00	561.75	\$561.75	1,500.00	\$1,500.00

PROJECT: **2026 Local Streets Improvements**

CLIENT: **Village of Lake Odessa**

BID OPENING: February 10, 2026

No.	Description	Qty.	Unit	Engineers Estimate		Hoffman Bros., Inc		Wycon Construction, LLC	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
88	Sanitary Structure Cover, Adj, Case 1	3	Ea	950.00	\$2,850.00	747.80	\$2,243.40	700.00	\$2,100.00
89	Sanitary Structure Cover, Adj, Case 2	1	Ea	700.00	\$700.00	465.50	\$465.50	600.00	\$600.00
Base Bid Total					\$2,730,274.75		\$3,096,530.00		\$3,331,399.50

Error in submitted bid total but was fixed.

Lake Odessa Village Council
Ionia County, Michigan

Trustee _____, supported by Trustee _____, moved to adopt the following resolution:

RESOLUTION NO. 2026-17

**ACCEPTING THE PROPOSAL OF WIGHTMAN & ASSOCIATES, INC. FOR
CONSTRUCTION ENGINEERING FOR THE
2026 STREET RECONSTRUCTION PROJECT**

WHEREAS, the Village intends to undertake street improvements in 2026 received a proposal from Wightman and Associates, Inc dated November 14, 2025, to perform construction engineering services in conjunction with the street reconstruction project; and

WHEREAS, Wightman and Associates, Inc. has performed design and other engineering services associated with this project in a manner that has been acceptable to the Village; and

WHEREAS, it is essential that qualified engineers be selected to perform construction engineering to ensure that street reconstruction activities are performed in accordance with specifications; and

WHEREAS, Public Works Director Jesse Trout has recommended selecting Wightman and Associates, Inc. for this work;

NOW, THEREFORE, BE IT RESOLVED:

That the Village Council hereby accepts the proposal from Wightman and Associates, Inc. for construction engineering services for the 2026 street reconstruction project and authorizes Public Works Director Jesse Trout to execute the proposal on behalf of the Village.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: March 3, 2026

Kathy Forman, Village Clerk



November 14, 2025

Village of Lake Odessa
839 Fourth Avenue
Lake Odessa, M 48849

Attention: Jesse Trout, Department of Public Works Supervisor

RE: PROPOSAL FOR PROFESSIONAL SURVEY AND CONSTRUCTION ENGINEERING SERVICES: 2026 LOCAL STREET IMPROVEMENTS PROJECT

Dear Mr. Trout:

Congratulations on being awarded an MDOT Category B grant for \$250k for the 2026 local street improvements! It has been our pleasure to partner with the Village to strategically prepare the application and design plans, and we are excited about impacting local streets that benefit the entire community.

Wightman is a full-service consulting firm that exists to serve people and the communities we live in. Our dynamic team of over 200+ professionals works to analyze, advise, design, and deliver successful projects in partnership with governments, businesses, and institutions in our communities. Becoming trusted advisors and true partners guides our actions. As such, Wightman is pleased to present the following engineering services proposal for the 2026 Local Street Improvements Project.

Section I – Project Goals

Based on our coordination throughout the design process, it is our understanding the Village is seeking Survey and Construction Engineering Services for the plans currently being prepared for construction bidding.

We understand the goals for this project are:

- Reconstruct the Village local streets on Johnson Street, Emerson Street, and Lincoln Street (west of 4th Avenue). The three combined streets are approximately 2,770' long.
 - Work includes removing existing pavement, installing new storm sewer, replacing existing watermain and services, installing new concrete curb and gutter, sand subbase, aggregate base, asphalt, drive approaches, and sidewalks.
- Reconstruct 3rd Avenue from dead end at the park north to 2nd Street. This project is approximately 1,250' long and includes the same scope as above.
- Reconstruct 2nd Avenue from 4th Street north to the dead-end. This project is approximately 200' long and includes the same scope as above except for the storm sewer installation and sidewalk.

Section II – Scope of Services

- Construction Staking
 - Locate, establish, and maintain control points and benchmarks for reference
 - Provide construction staking for the proposed storm sewer, watermain location, curb and gutter, sidewalks, ADA ramps, and stationing

- Construction Engineering
 - Schedule and conduct preconstruction meeting
 - Review contractor submittals
 - Supply full-time, on-site construction observation to document progress for an assumed duration of 18 weeks (assumed up to 55 hrs/week)
 - Provide licensed engineering support to address conflicts or questions that arise, as required by the MDOT grant
 - Conduct bi-weekly progress meetings
 - Provide construction staking and material testing
 - Prepare pay applications and assist Village personnel with MDOT administrative tasks (assumed 9 bi-weekly and 1 final pay application)
 - Prepare change orders, as necessary (assumed up to 4 each)
 - Maintain construction documentation files per grant requirements
 - Prepare record plan drawings

Construction Engineering services include oversight and testing for satisfactory workmanship and passing material tests. Material retesting, restaking, or observing corrective work from unsatisfactory test results may be billed additionally on an hourly basis. The Village may seek additional service fees onto the contractor through their construction contract.

We have assumed no sanitary sewer work is included except for adjusting casting as necessary.

Section III - Fees

We propose to complete the above Scope of Services for each phase according to the following fees. The phases are proposed as lump sum fixed fee and include all reimbursable expenses.

Construction Staking	\$28,300
<u>Construction Engineering</u>	<u>\$190,000</u>
Total	\$218,300

We assume all expenses related to permit application fees or publication fees will be paid directly by the Village. If timing becomes an issue for payment, we can pay for those items and be reimbursed by the Village in accordance with our terms and conditions.

Section IV – Deliverables

- Construction Documents: Including inspection reports, testing results, pay applications, and contract modifications
- As-recorded Plans

Section V – Schedule

The Construction Engineering schedule will begin once the Village awards a contractor the construction contract, so dates are estimated. Our schedule assumes 18 continuous weeks of construction once the contractor begins.

Approval from Village

December 2025*

Construction Contractor Award

February 2026

Preconstruction Meeting

March 2026

Construction

April -September 2026

Final Construction Documents and As-Recorded Plans

December 2026

*Estimated date beyond our control

Section VI – Terms and Conditions

Our standard terms and conditions are attached.

We are excited by the opportunity to partner with you on this project. If our proposal is acceptable to you, please sign below to authorize us to begin work and return a copy to our office.

If you have any questions, please feel free to contact me.

Respectfully,



Derek Miller P.E., Project Manager
dmiller@gowightman.com
517-227-6878

Jason Edwards P.E., Transportation Manager
jasonedwards@gowightman.com
616-430-7156

Enclosure

This proposal is approved and accepted by:

By: _____
Signature

Date: _____

By: _____
Printed Name

Title: _____

Client/Company Name and Address (Billing)



Standard Terms and Conditions

Updated 4/1/2024

1. Agreement. Wightman & Associates, Inc. (hereinafter "Consultant") shall provide to the Client the scope of services described in Consultant's Proposal attached hereto. These Standard Terms and Conditions are incorporated into Consultant's Proposal, and together may be referred to as the "Agreement" and shall reflect the professional services (or "Project") for which Consultant is responsible. This Agreement shall be the full extent of the Consultant's obligations. The Consultant shall not be responsible for any obligations or costs except as contained in the Agreement.
2. Authorization. Client shall provide Consultant written authorization to proceed, provided that this signed Agreement by Client shall give the Consultant the right to proceed with the Project.
3. Standard of Care. The Consultant's standard of care for the purposes of this Agreement shall be consistent with the level of care and skill ordinarily exercised by members of its profession currently practicing under similar conditions in similar locations.
4. Terms of Payment/Late Payment Actions/Fees. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, whichever is less, on past due accounts.
5. Scope of Services/Additional Services/Changes. If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement (unless otherwise stipulated in the proposal), through no fault of Consultant, extension of Consultant's services beyond that time shall be compensated as "Additional Services." All Additional Services shall be billed separately, and the scope of the services and compensation shall be mutually agreed between the parties, but in any case, not less than Consultant's then-standard hourly rate, and all of Consultant's reimbursable expenses shall also be paid by Client to Consultant, in the amounts set forth below.
6. Hidden Conditions. Consultant is not responsible for latent deficiencies or hidden or concealed conditions not discovered by Consultant within the scope of its services. If Consultant has reason to believe that such a condition may exist, it will advise Client as to the nature of the suspected condition and its significance. Client will be responsible for all risks associated with this condition and for undertaking, at its sole cost and expense, additional investigation and corrective work, if required. If Consultant repairs or corrects any such deficiencies or conditions, Consultant shall be compensated for the same, as Additional Services.
7. Betterment. If, due to Consultant's negligence, error or omission, a required item or component of the project is not provided in the Consultant's construction documents, Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component should have been included in the original construction documents. Consultant shall not be responsible or liable for any cost or expense that provides betterment or upgrades or enhances the value of the Project.
8. Opinions of Cost. Consultant's opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, other contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from Client's budget or from Consultant's opinions or estimates of probable construction cost.
9. Code Interpretations. The Client acknowledges that the requirements of the Americans with Disabilities Act, as amended ("ADA") (as well as all state and local laws, codes, or ordinances), will be subject to various and possibly contradictory interpretations. Consultant will endeavor to use reasonable professional efforts to interpret applicable ADA and other building code requirements as they may apply to Consultant's services. Consultant cannot and does not promise, warrant, or guarantee that its services will comply with interpretations of building code requirements as they apply currently or in the future and unless the Consultant is negligent, the Client shall pay for any additional costs or expenses which are necessary to keep the Project in compliance with the ADA and all other laws, codes, or ordinances. Any changes made by Consultant shall be billed as Additional Services.
10. Use of Drawings, Specifications, and Other Documents. The drawings, specifications and other documents prepared by Consultant for this project are instruments of Consultant's services for use solely with respect to this Project and, unless otherwise provided, Consultant shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright.
11. Retaining Records. Consultant will retain pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to Client at reasonable times.
12. Insurance Coverage. Consultant shall maintain the following types of insurance: (a) Professional Liability; (b) Commercial General Liability; (c) Workers' Compensation; (d) Employers' Liability; (e) Hired and non-owned automobiles. Client shall be responsible for purchasing and maintaining its own commercial liability and property insurance, including an all-risk policy covering all damages or casualty which occurred to the Project in an amount not less than the then full replacement cost of the Project. The Client's commercial liability insurance policy shall be written for an amount of not less than \$1 million, single-limit coverage. The Client's commercial liability and property insurance policy shall not be cancelled or modified without Consultant having received not less than thirty (30) days prior written notice. Consultant shall be named an additional insured on the Client's insurance policies. Client and Consultant waive rights against each other for loss, damage and/or liability to the extent covered by the insurance policies required to be maintained hereunder and each insurance policy hereunder shall contain a waiver of the insurer's rights of subrogation.
13. Limitations/Exclusions. Client agrees that Consultant's and Consultant's subconsultants' total, aggregate liability to Client and any third parties arising from Consultant's professional acts, errors or omissions, shall not exceed Consultant's total fee received for the Project.
14. The Law/Suspension/Termination/Non-Severability. All obligations arising prior to termination of this Agreement shall survive the completion of the services and termination of this Agreement. This Agreement shall be governed in all respects by the laws of the State of Michigan.
15. Indemnity. Except for the limitations set forth herein, Consultant agrees to indemnify and hold the Client harmless from all damage, liability or cost (including reasonable attorney fees and costs of defense) to the extent caused by Consultant's negligent acts, errors, or omissions in the performance of professional services under this

Agreement and those of its subconsultants or anyone for whom the Consultant is legally liable. The Client agrees to indemnify and hold Consultant harmless, from all damage, liability or cost (including reasonable attorney fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and by those for whom the Client is legally liable.

16. Force Majeure Clause. Neither party will be liable or responsible to the other party, or be deemed to have breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by any: (i) flood, fire, or explosion; (ii) war, terrorism, invasion, riot, or other civil unrest; (iii) embargoes or blockades in effect on or after the date of this Agreement; (iv) national or regional emergency – including, but not limited to, pandemic, uncontrollable, and/or imminent spread of contagious disease; or (v) strikes, labor stoppages or slowdowns, or other industrial disturbances (each of the foregoing, a “Force Majeure”).
17. Certificate of Merit Requirement. Client shall make no claim for professional negligence, either directly or by way of a cross complaint against Consultant, unless Client has first provided Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as Consultant and licensed in the state where the Project issue is located. This certification shall: (a) contain the name and license number of the certifier; (b) specify the acts or omissions that the certifier contends are not in conformance with the Standard of Care for a consultant performing professional services under similar circumstances; and (c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the Standard of Care. This certificate shall be provided to Consultant not less than thirty (30) calendar days prior to the filing of any claim. This Certificate of Merit clause will take precedence over any existing state law in force at the time of any claim.
18. Jurisdiction and Venue. Notwithstanding anything in this Agreement to the contrary, Client agrees that any suit related to any dispute related to this Agreement shall be heard in the appropriate Court in the county of the Project. Client agrees that the appropriate County court shall have the subject matter jurisdiction and will be the appropriate venue for any interpretation or dispute related to this Agreement.
19. Termination. Consultant may terminate this Agreement for convenience by written notice to Client and in such event, the Consultant shall be paid only for all work under this Agreement that Consultant has completed to the date of termination on a prorated, equitable basis as reasonably determined by Consultant and which shall include Consultant's prorated profits, general conditions, and overhead.
20. Billing Rates. Below are Consultant's applicable hourly fees, which are subject to change at Consultant's sole discretion upon written notice to Client.*

Principal	\$275.00/hour
Licensed Staff VII	\$250.00/hour
Licensed Staff VI	\$230.00/hour
Licensed Staff V	\$210.00/hour
Licensed Staff IV.	\$195.00/hour
Licensed Staff III..	\$170.00/hour
Licensed Staff II.	\$155.00/hour
Licensed Staff I.....	\$140.00/hour
Professional Staff VI	\$200.00/hour
Professional Staff V	\$175.00/hour
Professional Staff IV	\$150.00/hour
Professional Staff III	\$125.00/hour
Professional Staff II	\$110.00/hour
Professional Staff I	\$100.00/hour
Technician VI	\$130.00/hour
Technician V	\$120.00/hour

Technician IV	\$110.00/hour
Technician III	\$100.00/hour
Technician II	\$90.00/hour
Technician I	\$75.00/hour
Administrative	\$85.00/hour
2-Person Survey Crew	\$200.00/hour
1-Person Survey Crew	\$160.00/hour
2-Person Survey Crew (Construction Staking)	\$220.00/hour
1-Person Survey Crew (Construction Staking)	\$180.00/hour
Expert Witness/Testimony	\$440.00/hour
Drone Pilot/Technician	\$165.00/hour
High-Definition Laser Scanning Technician	\$165.00/hour
High-Definition Laser Scanner Fee	\$165.00/hour
Aerial Drone Equipment.....	\$165.00/hour

21. Reimbursable Expenses.* Compensation for reimbursable expenses shall be computed as a multiple of 1.1 times the expense incurred for the following: Outside Consultants, Travel, Lodging, Postage, UPS, FedEx, Messenger, and Outside Reproduction. Compensation for mileage expenses shall be computed as a multiple of 1.1 times the Federal Rate. In-House Prints/Copies/Plots shall be charged as follows:
 - Black & White Prints/Copies
 - 8 ½ x 11 \$0.19/sheet
 - 8 ½ x 14 \$0.19/sheet
 - 11 x 17 \$0.19/sheet
 - Color Prints/Copies
 - 8 ½ x 11 \$0.85/sheet
 - 8 ½ x 14 \$0.85/sheet
 - 11 x 17 \$1.25/sheet
 - Black & White Plots
 - 12 x 18 \$1.50/sheet
 - 18 x 24 \$2.75/sheet
 - 24 x 36 \$5.00/sheet
 - 30 x 42+ \$7.50/sheet
 - Color Plots
 - 12 x 18 \$9.00/sheet
 - 18 x 24 \$18.00/sheet
 - 24 x 36 \$30.00/sheet
 - 30 x 42+ \$42.00/sheet

*Rates subject to change.

Lake Odessa Village Council
Ionia County, Michigan

Trustee _____, supported by Trustee _____, moved to adopt the following resolution:

RESOLUTION NO. 2026-18

A RESOLUTION ESTABLISHING RATES, FEES, AND SCHEDULES FOR WATER SERVICE PURSUANT TO SECTION 34-54 OF THE CODE OF ORDINANCES, VILLAGE OF LAKE ODESSA, MICHIGAN

WHEREAS, Section 34-54 of the Code of Ordinances, Village of Lake Odessa, Michigan, provides that rates and fees to be charged for service furnished by the Lake Odessa water supply system shall be as set by resolution of the Village Council; and

WHEREAS, Michigan Rural Water Association performed a Water Rate Study in 2023 to review existing water rates; and

WHEREAS, Public Works Director Jesse Trout has utilized Michigan Rural Water Association's tools and methodology to update water rates in subsequent years to ensure that rates are implemented that recover the costs of operating the water system, including retiring debt, and that build fund equity so that the Village has sufficient financial resources to invest in needed capital improvements; and

WHEREAS, Mr. Trout has again analyzed water rates based on the adopted budget for 2026, the investment in infrastructure necessitated by the 2026 street reconstruction project, and planned infrastructure investments; and

WHEREAS, this analysis has demonstrated a need to adjust water rates; and

WHEREAS, the Village Council has reviewed existing rates and fees and the proposed adjustments;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the following rates and fees are hereby established:

1) Resident Water Rates

a) Service demand charge per quarter:

Meter Size in Inches	Rate
5/8 & 3/4	\$53.21
1	\$94.62
1 1/2	\$212.86
2	\$378.41
3	\$851.44
4	\$1,513.19
6	\$3,405.21
8	\$6,053.82

b) Usage charge: \$3.72 per 1,000 gallons or portion thereof

2) Non-Resident Water Rates

a) Service demand charge per quarter:

Meter Size in Inches	Rate
5/8 & 3/4	\$53.21
1	\$94.62
1 1/2	\$212.86
2	\$378.41
3	\$851.44
4	\$1,513.19
6	\$3,405.21
8	\$6,053.82

b) Usage charge: \$7.45 per 1,000 gallons or portion thereof

3) Flat Rate Non-Metered

a) Service demand charge: \$53.21 per quarter

b) Total flat rate charge (based on REU 13,000 gallons): \$101.57

4) Turn-On and Turn-Off Fees

a) At customer request: \$10.00

b) When necessitated by non-payment: \$20.00

5) Connection Fees

- a) 2" service: \$2,050 plus \$27.75 per linear foot
 - b) 1 ½" service: \$1,800 plus \$24.50 per linear foot
 - c) 1" service: \$1,500 plus \$22.00 per linear foot
 - d) Commercial/Multiple Dwelling connections (1" and larger): add \$350.00 per residential unit
 - e) Service larger than 2" (if available): negotiable
- 5) Meter Installation Fees
- a) Current cost to restock inventory on all materials used for installation of meter
- 6) Final Reads
- a) At customer request: \$10.00
- 6) Late Fee
- a) Any bill not paid when due shall be deemed delinquent and be subject to a delinquency charge equal 10% of the amount of the bill or \$5.00, whichever sum is greater. No additional interest shall accrue.
- 7) Cash Deposit for Responsible Tenants
- a) Deposit of \$300, refundable when responsibility of the account is transferred to a new party
- 8) Non-Sufficient Fund Check Fee
- a) Fee of \$35 per check, in addition to the applicable late fee.
- 9) Billing Schedule
- a) Water charges shall be billed quarterly and due and payable to the village on the last day of billing month: January 31, April 30, July 31, and October 31.

2. That the above-referenced rates, fees, and billing schedule shall become effective on April 1, 2026 for users billed quarterly and on May 1, 2026 for users billed monthly.

3. All resolutions and parts of resolutions, insofar as they conflict with the provisions of this resolution are rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED _____.

Dated: March 3, 2026

**_____
Kathy Forman, Village Clerk/Treasurer**

MICHIGAN RURAL WATER ASSOCIATION RATE EVALUATION PROGRAM

FINAL ANALYSIS RATE CALCULATION - CURRENT FISCAL YEAR	2026	PERCENT	ASSIGNED AS	ANTICIPATED ANNUAL METER EQUIVALENTS	RTS CHARGE COST PER METER EQUIVALENT	ASSIGNED AS	ANTICIPATED EQUIVALENT UNITS	VOLUME CHARGE \$ COST PER 1,000 GALLONS
Village of Lake Odessa Water								
OPERATING EXPENSES	\$465,605	3%	\$14,545	7,053	\$2.06	\$451,060	165,877	\$2.719
OPERATION & MAINTENANCE EXPENSES	\$465,605		\$14,545		\$2.06	\$451,060		\$2.719
DEBT - PRINCIPAL & INTEREST ANNUAL PAYMENTS								
Capital Improvement Bond	\$31,905	100.00%	\$31,905	7,053	\$4.52	\$0	165,877	\$0.00
Capital Improvement Bond II	\$22,754	100%	\$22,754	7,053	\$3.23	\$0	165,877	\$0.00
USDA	\$149,667	100%	\$149,667	7,053	\$21.22	\$0	165,877	\$0.00
2026 Capital Improvement Bond	\$48,171	100%	\$48,171	7,053	\$6.83	\$0	165,877	\$0.00
	\$0	100%	\$0	7,053	\$0.00	\$0	165,877	\$0.00
	\$0	100%	\$0	7,053	\$0.00	\$0	165,877	\$0.00
NEW ANTICIPATED CAPITAL LOANS								
ANNUAL DEBT PAYMENTS PRINCIPAL & INTEREST	\$301,118		\$301,118		\$42.69	\$0		\$0.00
ANNUAL O & M + DEBT	\$766,723		\$315,663		\$44.76	\$451,060		\$2.72
			41%			59%		
NON SALES INCOME	\$20,000	3%	\$0		\$0.00	\$20,000		\$0.121
REVENUE COLLECTED THROUGH RATES	\$746,723		\$315,663			\$431,060		
CALCULATED RATE O & M + DEBT								
			QUARTER		\$44.76			\$2.60
			CURRENT RATE		\$52.66			\$3.72
RESERVES								
ANNUAL USDA RRI RESERVE FUNDING/ BUDGET TOTAL	\$38,600	100%	\$38,600	7,053	\$5.47	\$0	165,877	\$0.00
ANNUAL USDA BOND RESERVE FUNDING / BUDGET TOTAL	\$15,000	100%	\$15,000	7,053	\$2.13	\$0	165,877	\$0.00
OPEN	\$0	3%	\$0	7,053	\$0.00	\$0	165,877	\$0.00
OPEN	\$0	3%	\$0	7,053	\$0.00	\$0	165,877	\$0.00
EQUIPMENT REPLACEMENT AVERAGE ANNUAL BUDGETED AMOUNT	\$45,000	3%	\$1,406	7,053	\$0.20	\$43,594	165,877	\$0.26
EQUIPMENT REPLACEMENT PAGE 2	\$52,000	3%	\$1,624	7,053	\$0.23	\$50,376	165,877	\$0.30

MICHIGAN RURAL WATER ASSOCIATION RATE EVALUATION PROGRAM

EQUIPMENT REPLACEMENT & RESERVE REQUIREMENTS		\$0	3%	\$0	7,053	\$0.00	\$0	165,877	\$0.00
EQUIPMENT REPLACEMENT & RESERVE REQUIREMENTS		\$150,600		\$56,630		\$8.03	\$93,970		\$0.57
CAPITAL IMPROVEMENT AVERAGE ANNUAL BUDGETED AMOUNT		\$95,000	3%	\$2,968	7,053	\$0.42	\$92,032	165,877	\$0.55
DO NOT USE THESE LINES			3%	\$0	7,053	\$0.00	\$0	165,877	\$0.00
DO NOT USE THESE LINES		\$0	3%	\$0	7,053	\$0.00	\$0	165,877	\$0.00
WHAT IF - ENTER A FIGURE IN CELL "H89" TO SEE HOW MUCH REVENUE IS GENERATED		\$0		\$0	7,053	\$0.00		165,877	
WHAT IF - ENTER A FIGURE IN CELL "K60" TO SEE HOW MUCH REVENUE IS GENERATED		\$0			7,053		\$0	165,877	\$0.00
CAPITAL + EQUIPMENT & RRI RESERVES		\$245,600		\$59,598		\$8.45	\$186,002		\$1.12
ADOPTED BUDGET		\$1,012,323		\$375,261	7,053		\$637,063	165,877	
REVENUE COLLECTED CALCULATED RATES		\$992,323	3.12%	\$375,261			\$617,063		
REVENUE COLLECTED CURRENT RATES		\$1,049,402							
CALCULATED RATE PER METER EQUIVALENT									
ANNUAL METER EQUIVALENTS / REUS COUNT 7,053				CURRENT RATES		\$52.66			\$3.72
ANTICIPATED EQUIVALENT GALLONS / UNITS 165,877				PERCENT INCREASE		1.04%			0.00%
INVOICES PER YEAR 4				INCREASE OF		\$0.55			\$0.00
TOTAL NUMBER OF CUSTOMERS / METERS 887				Out of Village Water		\$53.21			\$7.45
ANTICIPATED UNITS INVOICED 110,047,349									
GALLONS USED 4,000									
AMOUNT OF BILL \$109.01									
PERCENT INCREASE 1%									
NOTES		PERCENT RESERVE		24.3%		EVERY MILLION GALLONS GENERATES REVENUE OF		\$3,720	

SUMMARY OF NEW CHARGES "ALL ENTITIES" YEAR 1

Village of Lake Odessa Water				Out of Village Water				Flat Rate Water			
	CURRENT	NEW	DIFFERENCE	CURRENT	NEW	DIFFERENCE	CURRENT	NEW	DIFFERENCE		
PER 1,000 GAL.	\$3.72	\$3.72	\$0.00	\$7.45	\$7.45	\$0.00	\$3.72	\$3.72	\$0.00		
2026	CURRENT	NEW	DIFFERENCE	CURRENT	NEW	DIFFERENCE	CURRENT	NEW	DIFFERENCE		
METER SIZE IN INCHES	READY TO SERVE PER QUARTER	READY TO SERVE PER QUARTER	METER EQUIVALENT FACTOR	READY TO SERVE PER QUARTER							
3/4	\$52.66	\$53.21	1.00	\$52.66	\$53.21	\$0.55	\$52.66	\$53.21	\$0.55		
1	\$93.65	\$94.62	1.78	\$93.65	\$94.62	\$0.97	\$93.65	\$94.62	\$0.97		
1 1/2	\$210.67	\$212.86	4.00	\$210.67	\$212.86	\$2.19	\$210.67	\$212.86	\$2.19		
2	\$374.52	\$378.41	7.11	\$374.52	\$378.41	\$3.89	\$374.52	\$378.41	\$3.89		
3	\$842.70	\$851.44	16.00	\$842.70	\$851.44	\$8.74	\$842.70	\$851.44	\$8.74		
4	\$1,497.53	\$1,513.19	28.44	\$1,497.53	\$1,513.19	\$15.66	\$1,497.53	\$1,513.19	\$15.66		
6	\$3,369.96	\$3,405.21	64.00	\$3,369.96	\$3,405.21	\$35.25	\$3,369.96	\$3,405.21	\$35.25		
8	\$5,991.16	\$6,053.82	113.78	\$5,991.16	\$6,053.82	\$62.66	\$5,991.16	\$6,053.82	\$62.66		
10	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
12	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		

These are the rates calculated for each meter size. Also for the cost per unit of water sold for each entity.
 THIS RATE CALCULATION USES THE METER EQUIVALENT RATIO IN THE YELLOW HIGHLIGHTED COLUMN.
 The goal of the meter equivalent ratio is to distribute the cost of operating the system in an equitable manner.

**VILLAGE OF LAKE ODESSA
(County of Ionia, Michigan)**

Resolution No. 2026-19

**RESOLUTION TO AUTHORIZE ISSUANCE OF
GENERAL OBLIGATION LIMITED TAX BONDS, SERIES 2026**

Minutes of a special meeting of the Village Council of the Village of Lake Odessa, County of Ionia, Michigan, held in the Village on March 3, 2026, at 5:30 p.m., local time.

PRESENT: _____

ABSENT: _____

The following resolution was offered by Member _____ and supported by Member _____:

WHEREAS, pursuant to Act 34, Public Acts of Michigan, 2001, as amended (“Act 34”), the Village of Lake Odessa (the “Village”) has the authority to issue bonds to pay the costs of any capital improvement items; and

WHEREAS, the Village desires to design, acquire and construct certain capital improvements, including without limitation: (1) improvements to the Village’s street systems, including, without limitation, base construction and reconstruction, paving and repaving, mill and fill, top layer resurfacing, storm sewer and drainage improvements, sidewalk improvements and such other improvements to the Village’s street systems as the Village may determine to make; (2) improvements to the Village’s water system, including without limitation, replacement of service lines, improvements to water mains, replacing existing water mains and installing new water mains, and other water main work and such other improvements to the water system as the Village may determine to make; (3) the restoration of streets, rights-of-way and easements affected by the improvements stated in this Resolution and related facilities, as well as all work, equipment, and appurtenances necessary or incidental to these improvements; and (4) other capital improvements as the Village may determine to make and to pay the costs of issuance of municipal securities (the “Improvements”) and to finance the Improvements by the issuance of municipal securities, which pledge the Village’s limited tax general obligation pursuant to Act 34; and

WHEREAS, the Improvements will enable the Village to provide more efficient and better quality public services to Village residents; and

WHEREAS, to finance a portion of the cost of making the Improvements, the Village Council deems it necessary to issue its General Obligation Limited Tax Bonds, Series 2026 therefor pursuant to the provisions of Act 34.

NOW, THEREFORE, BE IT HEREBY RESOLVED as follows:

1. NECESSITY. It is necessary for the public health, safety, and welfare of the Village to make the Improvements and issue bonds of the Village, pursuant to Act 34, to finance the Improvements.

2. ESTIMATED COST - PERIOD OF USEFULNESS. The cost of the portion of the Improvements to be financed pursuant to this Resolution, including the payment of engineer's fees, architect's fees, legal, and financial expenses and other expenses incident to the financing of the Improvements, which is currently estimated not to exceed \$2,000,000 is hereby approved and confirmed, and the estimated period of usefulness of the Improvements is determined to be in excess of fifteen (15) years.

3. ISSUANCE OF BONDS. To defray a portion of the cost of acquiring the Improvements, including legal, engineering, financial, and other expenses, the Village shall issue its bonds known as "General Obligation Limited Tax Bonds" with an appropriate series designation (the "Bonds") in the aggregate principal sum of not to exceed \$2,000,000, as finally determined by the Authorized Officer (defined below) at the time of sale. The balance of the cost of acquiring the Improvements, if any, shall be paid by grants, or funds appropriated by the Village.

4. BOND TERMS. The Bonds shall be issued, in one or more series, in fully registered form as to both principal and interest, in the denomination of \$1,000 each, or any whole multiple thereof or such other denominations determined by the Authorized Officer. The Bonds shall be numbered consecutively in the order of their registration, shall be dated the date of delivery or such other date approved by the Authorized Officer, and shall be payable serially or as term bonds on such dates, in such years and in such amounts as determined by the Authorized Officer at the time of sale. The Bonds shall bear interest as determined by the Authorized Officer, payable as determined by the Authorized Officer. The Authorized Officer may alter or determine the bond terms within the parameters of this resolution as hereafter provided.

5. PAYMENT OF PRINCIPAL AND INTEREST. Both principal of and interest on the Bonds shall be payable in lawful money of the United States of America to the person appearing on the Bond registration books as the registered owner thereof. Payment of interest

on the Bonds shall be paid to the registered owner at the address as it appears on the registration books as of the determination date. Initially, the determination date shall be the date as of the fifteenth (15th) day of the month prior to the payment date for each interest payment; however, the determination date may be changed by the Village to conform to market practice.

6. PLEDGE OF LIMITED TAX FULL FAITH AND CREDIT, GENERAL OBLIGATION. The Village intends to pay the principal of and interest on the Bonds from available funds of the Village. As security for the Bonds, the Village hereby pledges its limited tax, full faith and credit, general obligation for the prompt payment of the principal of and interest on the Bonds as and when due. Each year, the Village shall be obligated, as a first budget obligation, to advance money from its general funds to pay the principal of and interest on the Bonds as they become due in the event available funds of the Village are not sufficient to pay the principal of and interest on the Bonds. In the event there are insufficient moneys for the payment of principal of and interest on the Bonds, the Village shall levy a tax on all taxable property in the Village for the prompt payment of principal and interest on the Bonds, which tax shall be limited as to rate and amount by applicable constitutional, statutory, and charter limitations on the taxing power of the Village.

7. PRIOR REDEMPTION.

(a) Mandatory Redemption. Principal designated as a term bond maturity shall be subject to mandatory redemption, in whole or in part, by lot, at par plus accrued interest, on the redemption dates and in the amounts determined by the Authorized Officer. When term bonds are purchased by the Village and delivered to the Paying Agent for cancellation or are redeemed in a manner other than by mandatory redemption, the principal amount of the term bonds affected shall be reduced by the principal amount of the Bonds so redeemed in the order determined by the Village.

(b) Optional Redemption. The Bonds shall be subject to optional redemption prior to maturity as determined by the Authorized Officer at the time of sale.

(c) Notice of Redemption. Notice of redemption of Bonds shall be given by mail to the Registered Owners of the Bonds to be redeemed not less than thirty (30) days prior to the date fixed for redemption, addressed to the Registered Owner at the registered address shown on the registration books of the Village maintained by the Paying Agent. Bonds so called for

redemption shall not bear interest after the date fixed for redemption, provided funds are on hand with the Paying Agent to redeem the same. So long as the book-entry-only system remains in effect, the Paying Agent will give notice to Cede & Co., as nominee of the Depository Trust Company, New York, New York (“DTC”), and only Cede & Co. will be deemed to be a holder of the Bonds.

8. PAYING AGENT AND REGISTRATION.

(a) Appointment of Paying Agent. From time to time the Authorized Officer shall designate and appoint a paying agent, transfer agent and bond registrar (the “Paying Agent”) and is authorized to remove the Paying Agent and appoint a successor Paying Agent. The initial Paying Agent shall be appointed by the Authorized Officer. In the event of a change in the Paying Agent, notice shall be given in writing, by certified mail, to each Registered Owner not less than sixty (60) days prior to the next interest payment date. The Paying Agent shall keep the official books for the recordation of the Registered Owners of the Bonds.

(b) Book-Entry-Only. At the option of the original purchaser, the Bonds may be issued initially in book-entry-only form as one fully registered bond per maturity and will be registered in the name of Cede & Co., as bondholder and nominee for DTC. If this option is selected, DTC will act as securities depository for the Bonds, purchase of the Bonds will be made in book-entry-only form, in the denomination of \$1,000 or any integral multiple thereof, and purchasers will not receive certificates representing their interest in Bonds purchased. Payment of principal and interest will be made by the Paying Agent to DTC. While the Bonds are held in book-entry-only form, then the Bonds shall be transferred in accordance with the procedures established by DTC. So long as the Bonds are registered to DTC or another bond depository, the Paying Agent or bond registrar shall have no responsibility with respect to such transfers. The Authorized Officer shall have the authority from time to time to appoint a successor depository trustee to serve in the place of DTC. While the Bonds are issued in book-entry-only form the Paying Agent shall serve as paying agent only. The Authorized Officer is authorized to sign a Blanket Issuer Letter of Representations or any other related document on behalf of the Village in such form approved by the Authorized Officer.

(c) Discontinuance of Book-Entry-Only. In the event the book-entry-only system is not chosen or is discontinued, the following provisions would apply to the Bonds.

Registration of the Bonds shall be recorded in the registration books of the Village kept by the Paying Agent. Bonds may be transferred only by submitting the same to the Paying Agent, together with a satisfactory instrument of transfer signed by the Registered Owner or the Registered Owner's legal representative duly authorized in writing, after which a new Bond or Bonds shall be issued by the Paying Agent to the transferee (new registered owner) in the amount of the outstanding aggregate principal amount of the Bond submitted for transfer. No transfer of Bonds shall be valid unless and until recorded on the bond registration books in accordance with the foregoing. The person in whose name any bond is registered may for all purposes, notwithstanding any notice to the contrary, be deemed and treated by the Village and the Paying Agent as the absolute owner thereof, and any payment of principal and interest on any Bond to the Registered Owner thereof shall constitute a valid discharge of the Village's liability upon such Bond to the extent of such payment. No Bond shall be transferred less than fifteen (15) days prior to an interest payment date nor after the Bond has been called for redemption. So long as the Bonds are registered to DTC or another bond depository, the Paying Agent, acting as bond registrar, shall have no responsibility with respect to such transfers.

9. BOND FORM. The Bonds shall be substantially in the form attached hereto as Exhibit A, and incorporated herein, with such completions and changes as are recommended by the Village's Bond Counsel and approved by the officers of the Village signing the Bonds, whose signature thereon shall be conclusive evidence of such approval.

10. EXECUTION OF BONDS. The President or the President Pro Tem and the Clerk or the Deputy Clerk of the Village are hereby authorized and directed to sign the Bonds, either manually or by facsimile signature, on behalf of the Village. Upon execution, the Bonds shall be delivered to the purchaser thereof upon receipt of the purchase price in accordance with the accepted bid therefor.

11. BONDS MUTILATED, LOST, OR DESTROYED. If any Bond shall become mutilated, the Village, at the expense of the holder of the Bond, shall execute, and the Paying Agent shall authenticate and deliver, a new Bond of like tenor in exchange and substitution for the mutilated Bond, upon surrender to the Paying Agent of the mutilated Bond. If any Bond issued under this Resolution shall be lost, destroyed or stolen, evidence of the loss, destruction, or theft may be submitted to the Paying Agent and, if this evidence is satisfactory to both the

Village and the Paying Agent and indemnity satisfactory to the Paying Agent shall be given, the Village, at the expense of the owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like tenor, which shall bear the statement required by Act 354, Public Acts of Michigan, 1972, as amended, or any applicable law hereafter enacted, in lieu of and in substitution for the Bond so lost, destroyed, or stolen. If any such Bond shall have matured or shall be about to mature, instead of issuing a substitute Bond, the Paying Agent may pay the same without surrender thereof.

12. BOND PAYMENT FUND. For payment of principal of and interest on the Bonds, there shall be established and maintained a debt service fund for the Bonds (the “Bond Payment Fund”). The accrued interest, if any, and capitalized interest, if any, received at the time of delivery of the Bonds and such amount of any premium determined by the Authorized Officer shall be placed into the Bond Payment Fund. The Village shall budget annually a sufficient amount to pay the annual principal of and interest on the Bonds and deposit such amount in the Bond Payment Fund as needed to make payments of principal and interest as they become due. Moneys in the Bond Payment Fund shall be expended solely for payment of principal and interest on the Bonds that first come due. Any monies remaining in the Bond Payment Fund after the annual payments of principal of and interest on the Bonds shall be transferred to the General Fund, or other appropriate fund and shall no longer be pledged hereunder.

13. CONSTRUCTION FUND. Prior to delivery and sale of the Bonds, there shall be established a construction fund (the “Construction Fund”). After deducting the sums that are required to be deposited in the Bond Payment Fund, the balance of the proceeds of the Bonds shall be deposited into the Construction Fund. The moneys on deposit in the Construction Fund from time to time shall be used solely for the purpose for which the Bonds were issued. Any unexpended balance shall be used for such purposes as allowed by law. Any monies remaining in the Construction Fund after payment of all such costs shall be transferred to the Bond Payment Fund. After completion of the Improvements and disposition of any remaining Bond proceeds, pursuant to the provisions of this Section, the Construction Fund shall be closed.

14. INVESTMENT OF FUNDS. Moneys in the funds and accounts established herein may be invested by the Village as allowed by law subject to the limitations imposed by

arbitrage regulations and Section 148 of the Internal Revenue Code of 1986, as amended and the applicable regulations thereunder (collectively the “Code”).

15. DEPOSITORY AND FUNDS ON HAND. Monies in the several funds and accounts maintained pursuant to this Resolution may be kept in one or more accounts at financial institutions designated by resolution of the Village, and if kept in one account, the monies shall be allocated on the books and records of the Village in the manner and at the times provided in this Resolution.

16. ADDITIONAL BONDS. In accordance with the provisions of Act 34, the Village reserves the right to issue additional bonds, which shall be of equal standing and priority with the Bonds.

17. SALE OF BONDS. The Authorized Officer is authorized to sell the Bonds pursuant to a negotiated sale in accordance with Act 34. It is hereby determined that such negotiated sale is in the best interests of the Village and is calculated to be the most cost effective and efficient method to sell the Bonds and provides the Village with maximum flexibility in pricing the Bonds. The Authorized Officer is authorized to circulate requests for proposals and/or negotiate a bond purchase agreement, a placement agreement, or other purchase agreement or term sheet or otherwise award the sale of the Bonds (the “Purchase Agreement”) with a purchaser (a “Purchaser”) to be selected by the Authorized Officer at or prior to the time of the sale of the Bonds..

18. AUTHORIZED OFFICER. Notwithstanding any other provision of this Resolution, the President, Village Manager, and Clerk/Treasurer, or any one of them acting alone or any number of them acting together (the “Authorized Officer”) are authorized within the limitations set forth below to determine the title of the Bonds, the interest rate or rates, maximum interest rate, amount of discount or premium, amount of maturities, principal amount, amount of good faith deposit, if any, denominations, dates of issuance, dates of maturities, interest payment dates, optional and mandatory redemption rights, and term bond options. The authority granted to the Authorized Officer by this Section, is subject to the following limitations:

- (a) The par amount of the Bonds shall not exceed \$2,000,000.

(b) The Bonds shall not be sold at a price that would make the true interest cost of such series exceed 6.00%.

(c) The final maturity date of the Bonds shall not be later than fifteen (15) years after the date such series of the Bonds is issued.

(d) The Bonds shall not be sold at a price that is less than 98% of the par value of the Bonds.

(e) In addition, the Authorized Officer is authorized to agree to such fees as may be included in the proposal of the Purchaser.

The Authorized Officer is hereby authorized for and on behalf of the Village, without further Village Council approval, to: (a) award the bid for the sale of the Bonds or otherwise negotiate the sale of the Bonds and enter into a Purchase Agreement; (b) make any elections or designations relating to the Bonds pursuant to the Code; and (c) do all other acts and take all other necessary procedures required to effectuate the sale, issuance, and delivery of the Bonds.

Approval by the Village of the matters delegated in this section or any other sections may be evidenced by execution or approval of an order or of such documents by the Authorized Officer. The Authorized Officer, or any one or more of them, are authorized to execute any documents or certificates necessary to complete the transaction, including, but not limited to, any applications including applications to the Michigan Department of Treasury (including an Application for State Treasurer's Approval to Issue Long-Term Securities, applications for waivers, and the submission of any supporting or related documents), any certificates, receipts, orders, agreements, instruments, security reports, a blanket letter of representations, and any certificates relating to federal or state securities laws, rules or regulations, and to pay any fees required by the State of Michigan. The Authorized Officer shall have the power to approve such policies as deemed necessary to comply with federal securities and tax laws, which shall be binding on the Village.

19. DEFEASANCE. In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay at maturity or irrevocable call for earlier optional or mandatory redemption, the principal of, premium, if any, and interest on the bonds, shall be

deposited in trust, this Resolution shall be defeased and the owners of the bonds shall have no further rights under this Resolution except to receive payment of the principal of, premium, if any, and interest on the bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange bonds as provided herein.

20. TAX COVENANT. The Village covenants to comply with all requirements of the Code necessary to assure that the interest on the bonds will be and will remain excludable from gross income for federal income tax purposes. The Authorized Officer and other appropriate officials of the Village are authorized to do all things necessary (including the making of such covenants of the Village as shall be appropriate) to assure that the interest on the Bonds will be and will remain excludable from gross income for federal income tax purposes.

21. QUALIFIED TAX-EXEMPT OBLIGATION. The Village reasonably anticipates that the amount of qualified tax-exempt obligations that will be issued by the Village and all subordinate entities during the calendar year 2026 shall not exceed \$10,000,000. The Village hereby designates the Bonds as “qualified tax-exempt obligations” for purposes of Code Section 265(b)(3)(B).

22. BOND COUNSEL. The firm of Dickinson Wright PLLC is hereby approved as bond counsel to the Village for the issuance of the Bonds and the Authorized Officer is authorized to sign an engagement letter with bond counsel with such fee as is provided in the financial report prepared for the Bonds. The Village acknowledges that Dickinson Wright PLLC represents a number of financial institutions in public finance matters, including financial institutions that may potentially purchase the Bonds, and consents to Dickinson Wright PLLC’s representation of the Village as bond counsel and waives any conflict of interest arising from such representation of a financial institution or underwriter that may purchase the Bonds in other matters not involving the Village.

23. MUNICIPAL ADVISOR. Bendzinski & Co., Municipal Finance Advisors, is appointed as registered municipal advisor for the issuance of the Bonds.

24. RESOLUTION SUBJECT TO MICHIGAN LAW. The provisions of this Resolution are subject to the laws of the State of Michigan.

25. SECTION HEADINGS. The section headings in this Resolution are furnished for convenience of reference only and shall not be considered to be a part of this Resolution.

26. SEVERABILITY. If any section, paragraph, clause, or provision of this Resolution shall be held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any of the other provisions of this Resolution.

27. CONFLICT. Except as provided above, all resolutions or parts thereof, insofar as the same may be in conflict herewith, are hereby repealed; provided, that the foregoing shall not operate to repeal any provision thereof, the repeal of which would impair the obligation on the Bonds.

28. EFFECTIVE DATE OF RESOLUTION. This Resolution is determined by the Village Council to be immediately necessary for the preservation of the peace, health, and safety of the Village and shall be in full force and effect from and after its passage.

YEAS: _____

NAYS: _____

ABSTAIN: _____

RESOLUTION DECLARED ADOPTED.

Kathy S. Forman, Clerk/Treasurer
Village of Lake Odessa

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Village Council of the Village of Lake Odessa, County of Ionia, Michigan, at a meeting held on March 3, 2026, the original of which is on file in my office. The public notice of the meeting was given pursuant to and in compliance with Act 267, Public Acts of Michigan, 1976, as amended.

Dated: March 3, 2026

Kathy S. Forman, Clerk/Treasurer

EXHIBIT A

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON EXEMPTIONS UNDER SUCH ACT. ANY RESALE OR OTHER TRANSFER OF THIS BOND MAY BE MADE ONLY UPON REGISTRATION UNDER SUCH ACT OR IN AN EXEMPT TRANSACTION UNDER SUCH ACT AND UPON COMPLIANCE WITH THE CONDITIONS SET FORTH HEREIN.

No. ____

**UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF IONIA**

**VILLAGE OF LAKE ODESSA
GENERAL OBLIGATION LIMITED TAX BONDS, SERIES 2026**

<u>Interest Rate</u>	<u>Date of Maturity</u>	<u>Date of Original Issue</u>
[Insert Rate]	[Insert Date]	[Insert Issue Date]

Registered Owner: [Insert Registered Owner]

Principal Amount: [Insert Amount]

The Village of Lake Odessa, County of Ionia, Michigan (the “Village”), acknowledges itself indebted and, for value received, hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America, on the Date of Maturity specified above, unless prepaid prior thereto as hereinafter provided, with interest thereon from the Date of Original Issue specified above or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, payable on the first day of [MONTH] and [MONTH] of each year beginning [MONTH] 1, 202_, except as the provisions hereinafter set forth with respect to redemption of this Bond prior to maturity may become applicable hereto.

This Bond is issued in accordance with the provisions of Act 34 of the Public Acts of Michigan of 2001, as amended (“Act 34”) and a resolution adopted by the Village Council on February 16, 2026, for the purpose of paying the cost of designing, acquiring, and constructing certain capital improvements, including without limitation, improvements to the Village’s street systems, improvements to the Village’s water system, the restoration of streets, rights-of-way

and easements affected by the improvements stated in this Resolution and related facilities, as well as all work, equipment, and appurtenances necessary or incidental to these improvements; and such other capital improvements as the Village may determine to make.

The Village has pledged the limited tax, full faith, credit and resources of the Village for the prompt payment of the principal of and interest on the Bonds, as a first budget obligation, in which event the Village may levy a tax on all taxable property in the Village for the payment of principal and interest on the Bonds, which tax shall be limited as to rate and amount by applicable constitutional, statutory, and charter limitations on the taxing power of the Village. The Village reserves the right to issue additional bonds in accordance with the provisions of Act 34 that shall be of equal standing and priority with the Bonds.

The _____ shall act as initial Paying Agent bond registrar, and transfer agent, (the "Paying Agent"). The Village may hereafter designate an alternate Paying Agent by notice mailed to the Registered Owner not less than sixty (60) days prior to the next interest payment date. Interest on this Bond is payable to the Registered Owner of record as of the fifteenth (15th) day of the month preceding the payment date as shown on the registration books of the Village maintained by the Paying Agent. Payments of principal and interest shall be made to the Registered Owner by check or draft electronic transfer or such other manner of payment acceptable to the Registered Owner.

Portions of the Bond are subject to mandatory redemption prior to maturity in part, by lot, and will be redeemed at the par value thereof plus accrued interest to the redemption date on [INSERT DATE] of each of the following years in the amounts as follows:

<u>Redemption Date</u>	<u>Principal Amount</u>
<u>[INSERT TABLE FOR TERM BOND]</u>	

Term Bonds purchased by the Village and delivered to the Paying Agent for cancellation or that are redeemed in a manner other than by mandatory redemption, shall reduce the principal amount of the Term Bonds subject to mandatory redemption by the amount of the Bonds so redeemed, in the order determined by the Village.

Bonds maturing on or before [INSERT DATE], shall not be subject to redemption prior to maturity. Bonds maturing on or after [INSERT DATE], are subject to redemption prior to maturity as a whole or in part, at the option of the Village, in such order as the Village shall determine, on any dates, on or after [INSERT DATE]. Bonds called for redemption shall be redeemed at the par value thereof and accrued interest to the date of redemption, without a premium.

Notice of the call of any Bonds for redemption shall be given by first class mail not less than thirty (30) days prior to the date fixed for redemption, to the Registered Owner at the registered address. Bonds called for redemption shall not bear interest after the date fixed for

redemption, provided funds are on hand with the Paying Agent to redeem such Bonds. Bonds shall be called for redemption in multiples of \$1,000, and Bonds of denominations of more than \$1,000 shall be treated as representing the number of bonds obtained by dividing the denomination of the Bond by \$1,000, and such Bonds may be redeemed in part. The notice of redemption of Bonds redeemed in part shall state that upon surrender of the Bond to be redeemed, a new Bond or Bonds in aggregate principal amount equal to the unredeemed portion of the Bond surrendered shall be issued to the Registered Owner thereof. So long as the book-entry-only system remains in effect, the Paying Agent will give notice to Cede & Co., as nominee of The Depository Trust Company, a New York corporation, only, and only Cede & Co. will be deemed to be a holder of the Bonds.

This Bond shall be registered in the name of the Registered Owner on the registration books kept by the Paying Agent and such registration noted hereon, and thereafter no transfer shall be valid unless made upon the registration books and likewise noted hereon. This Bond is exchangeable at the request of the Registered Owner hereof, in person or by the Registered Owner's attorney duly authorized in writing, at the office of the Paying Agent, but only in the manner, subject to the limitations and at the Registered Owner's sole expense, for other bonds of an equal aggregate amount, upon surrender of this Bond to the Paying Agent. Upon such transfer, a new registered bond or bonds of the same series and the same maturity of authorized denomination will be issued to the transferee in exchange therefor.

The Village has designated the Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended.

It is hereby certified and recited that all acts, conditions and things required by law, precedent to and in the issuance of this Bond, exist and have been done and performed in regular and due time and form as required by law and that the total indebtedness of the Village including this Bond, does not exceed any applicable constitutional, statutory, or charter limitation.

IN WITNESS WHEREOF, the Village of Lake Odessa, County of Ionia, Michigan, by its Village Council, has caused this Bond to be signed, by the manual or facsimile signatures of its President and its Clerk, all as of the Date of Original Issue set forth above.

Karen Banks, President

Kathy S. Forman, Clerk

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____

(please print or type social security number or taxpayer identification number and name and address of transferee)

the within bond and all rights thereunder, and does hereby irrevocably constitute and appoint _____ attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____, 20__

Notice: The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of his/her capacity to act must accompany the bond.

In the presence of: _____

Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guaranty program.

Signature Guaranteed: _____